



ASSET EXCHANGE AUTHORIZATION

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This form is designed to authorize Midland IRA, Inc. (Administrator) to exchange an asset your Midland account already owns for a new asset. A Midland representative will work with you to determine appropriate supporting documentation to complete this exchange for your IRA.

Client Name **Account #** **Date**

CURRENT ASSET (Currently held in my Midland account)

 Description of Current Asset # Units/Shares Approx. Value

 Contact Name Phone Email

NEW ASSET

 Description of New Asset # Units/Shares Approx. Value

 Contact Name Phone Email

 Contact Address City, State, Zip

ADDITIONAL EXCHANGE INFORMATION

(example: full or partial exchange, percentage of ownership, etc)

I hereby authorize and direct Midland IRA, Inc. to exchange the current asset in my account for the new asset as indicated above.

 Signature Date

Continue to page 2 – Signature required



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SIGNATURE AND ACKNOWLEDGEMENT

I understand that my account is self-directed and that the Administrator and Custodian will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that I have not requested that the Administrator and/or Custodian provide, and the Administrator and/or Custodian have not provided, any advice with respect to the investment directive set forth in this Asset Exchange Authorization. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment.

I understand that neither the Administrator nor the Custodian determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that neither the Administrator nor the Custodian is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or claims by others, arising out of this Asset Exchange Authorization and/or this investment, including, but not limited to, claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state or local laws. In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian are named as a party, Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and/or Custodian will not be responsible to take any action should there be any default with regard to this investment.

I am directing you to complete this transaction as specified above. I confirm that the decision to buy this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Administrator and/or Custodian of my account under the foregoing hold harmless provision. I understand that no one at Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of Administrator's and/or Custodian's policy. If any provision of this Asset Exchange Authorization is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. For purposes of this Asset Exchange Authorization, the terms Administrator and Custodian include Midland IRA, Inc., its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature

Printed Name

Date



PRIVATE INVESTMENT DISCLAIMER & INDEMNITY AGREEMENT

Client Name _____

Midland Account # _____

Asset Name _____

This Disclaimer and Indemnity Agreement will confirm our mutual understanding and agreement regarding your proposed investment in the above mentioned investment or entity. Please sign this agreement and return it to us.

- 1) **NON-RELIANCE CLAUSE** – AS THE IRA OWNER AND INVESTOR, YOU AGREE THAT MIDLAND IRA, INC (or its subsidiaries or continuing entities) (further known as Midland IRA in this document) HAS NOT GIVEN ANY ADVICE ON THIS INVESTMENT OR ASSET. AS THE INVESTOR YOU HAVE NOT RECEIVED ANY ADVICE FROM MIDLAND IRA ON THIS ASSET/INVESTMENT AND MOST IMPORTANTLY YOU HAVE NOT RELIED ON ANY STATEMENTS MADE BY MIDLAND IRA IN MAKING YOUR INVESTMENT DECISION.
- 2) You understand and agree that Midland IRA, Inc. (or its subsidiaries or continuing entities) (further known as Midland IRA in this document) does not approve investments or actions you personally take or direct Midland IRA to take on behalf for your Account. Midland IRA is strictly a neutral administrator of your Account's assets.
- 3) You understand and agree that Midland IRA does not review and approve the subscription agreement, operating agreement, by-laws, limited or general partnership agreement, or any other similar agreement regarding the purchase or operation of the entity or individual you want to invest with. You are solely responsible for making sure that your investment or entity was not formed or will not operate in a way that does or may lead to a prohibited transaction under Internal Revenue Code Section 4975.
- 4) You understand and agree that it is your responsibility to comply with state usury laws when lending funds from your IRA or an entity in which your IRA is invested. For a complete list of state usury laws, go to: www.usurylaw.com/state
- 5) You understand that IRA assets are not FDIC insured except for un-invested cash held by Midland IRA up to the current regulator amount. You understand IRA assets and investments can lose value.
- 6) You represent that you have done your own due diligence on the individual investment or company you want to invest in. You are acknowledging that there is risk in any investment and that you may lose all or a portion of your principal. Midland IRA is not responsible for the collection of IRA asset income or payments or recovery.
- 7) You understand and agree that neither Midland IRA nor any of its officers, directors, shareholders or employees are associated in any way with the asset you are investing in. Neither Midland IRA nor any of its officers, directors, shareholders or employees have given you any investment, legal or tax advice pertaining to this investment. Midland IRA will never receive a commission from any investment. It can be industry practice for a promoter or organizer to pay standard IRA administrative fees for their clients.
- 8) You agree to indemnify and hold harmless Midland IRA, its officers, directors, shareholders and employees against any liability associated with your Account's investment in this asset or company.

We recommend that you read the most recent Alert from the SEC regarding investment risks in Self-Directed IRAs. www.sec.gov/investor/alerts/sdira.pdf

To signify your agreement with all of the above paragraphs, please sign below, date and return to our office by mail, fax or email. Thank you for your cooperation. We look forward to continuing to serve your retirement account needs.

Accepted, Understood and Agreed to:

Client Signature

Date Signed